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About our Motor Insurance

About Zurich
The insurer of this product is Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507. In this document, ZAIL may also be expressed as ‘Zurich’, ‘we’, ‘us’ or ‘our’.

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurer that serves its customers in global and local markets. Zurich provides a wide range of general insurance and life insurance products and services in more than 210 countries and territories. Zurich’s customers include individuals, small businesses, and mid-sized and large companies, including multinational corporations.

This Product Disclosure Statement (PDS) is an important document. You should read it carefully before making a decision to purchase this product.

This PDS will help you to:
- decide whether this product will meet your needs; and
- compare this product with other products you may be considering.

The information contained in this PDS is general information only. It is important you read your policy to ensure you have the cover you need.

We sometimes capitalise or italicise terms in this PDS, to show that words are abbreviations or have a particular defined meaning. You should refer to the Definitions section of this document from page 11 to obtain the full meaning of such terms.

How to apply for this insurance
Throughout this document when referring to your insurance broker or adviser, we may simply refer to them as your intermediary.

If you are interested in buying this product or have any inquiries about it, you should contact your intermediary who should be able to provide you with all the information and assistance you require.

If you are not satisfied with the information provided by your intermediary you can contact us at the address or telephone number shown on the back cover of this document. However, we are only able to provide factual information or general advice about the product. We do not give advice on whether the product is appropriate for your personal, objectives, needs or financial situation.

Our Motor Insurance
The Zurich Motor Insurance is designed for small to medium enterprises operating one or more vehicles. Sedans and commercial vehicles can be included in this policy.

The policy cover can be customised to meet your business requirements. Some of the options can be summarised as follows:

Comprehensive Cover
This provides both:
- cover for certain loss or damage to your vehicle (Section 1); and
- liability cover for certain loss or damage you or certain other people cause to third party vehicles and property (Section 2).

Own Damage Only Cover
This provides:
- cover for certain loss or damage to your vehicle (Section 1).

Third Party Property Damage Only Cover
This provides:
- liability cover for certain loss or damage you or certain other people cause to third party vehicles and property (Section 2).
Fire, Theft and Third Party Property Damage Cover
This provides both:

- cover for certain loss or damage to your vehicle by fire or theft only (Optional Limitation of Cover – Section 1 refer to page 31); and
- liability cover for certain loss or damage you or certain other people cause to third party vehicles and property (Section 2).

Fire and Theft Only Cover
This provides:

- cover for certain loss or damage to your vehicle by fire or theft only (Optional Limitation of Cover – Section 1 refer to page 31).

For a summary of benefits available to you, see ‘Benefits of cover available’ on pages 9 and 10.

Our contract with you
Your policy is a contract of insurance between you and Zurich and contains all the details of the cover that we provide.

Your policy is made up of:

- the policy wording, which begins on page 11 of this document. It tells you what is covered, sets out the claims procedure, exclusions and other terms and conditions of cover;
- the proposal, which is the information you provide to us when applying for insurance cover;
- your most current policy schedule issued by us. The schedule is a separate document unique to you, which shows the insurance details relevant to you. It includes any changes, exclusions, terms and conditions made to suit your individual circumstances and may amend the policy; and
- any other written changes otherwise advised by us in writing (such as an endorsement or a supplementary PDS). These written changes vary or modify the above documents.

Please note, only those sections shown as covered in your schedule are insured.

This document is also the PDS for any offer of renewal we may make, unless we tell you otherwise. Please keep your policy in a safe place.

We reserve the right to change the terms of this product where permitted to do so by law.

Significant issues to consider
Insurance contracts contain policy exclusions, policy terms and conditions and policy limits and sub-limits that you should be aware of when deciding to purchase our product. These may affect the amount of the payment that we will make to you if you have a claim.

We may express some policy terms, policy limits or sub-limits as being either a dollar amount or a percentage of your sum insured shown in your schedule or some other amount, factor or item specified in the relevant clause of this document.

You should be aware of the following matters in considering whether this product is suitable for your needs.

Basis of Settlement – Section 1
When Section 1 – Own Damage is selected, there are three Basis of Settlement options: agreed value, market value or the sum insured value. Agreed value is available if your vehicle is a sedan, station wagon, 4WD, utility or Other Goods Carrying Vehicle, with no greater than 2 tonnes payload carrying capacity. Market value is available if your vehicle has a payload carrying capacity no greater than 5 tonnes.

We refer you to the Definitions applying to Section 1 from page 11, which explains how we apply these categories of cover. The correct Basis of Settlement selection is vital, as an incorrect selection may possibly leave you underinsured.
**Basis of Settlement – Section 2**
When Section 2 – Liability is selected, we have automatically included the Limits of Liability within the policy. We recommend you refer to page 34 and you review these limits to ascertain if they are adequate for your business requirements.

**Dangerous Goods**
When Section 2 – Liability is selected, we provide cover in the event that your vehicle is being used for, attached to, or towing a vehicle used for the transport of dangerous goods. We recommend you refer to page 34 and review the limit of dangerous goods cover provided, to ascertain if it is adequate for your business requirements.

**Extensions of Cover**
The policy Extensions of Cover are automatically included. Some of these cover certain additional costs and expenses you may incur when you have loss or damage, such as for removal of debris / load and retrieval costs. Some Extensions of Cover have limits that apply either per event, vehicle, period of insurance, accident, loss or day. These limits are in addition to the amount we pay for damage to your vehicle, unless the Extension of Cover states that the amount payable is included in the maximum amount we will pay you for damage to your vehicle. We suggest you review these limits to see if they are adequate for your business requirements.

Please refer to Extensions of Cover – Section 1 and 2 on page 22, Extensions of Cover – Section 1 from page 26 and Extensions of Cover – Section 2 from page 36 for full particulars. Some of these major benefits are listed in ‘Benefits of cover available’ from page 9.

**Optional Extensions of Cover**
The policy has Optional Extensions of Cover which you may wish to consider:
- Hire vehicle following an accident (refer to page 33);
- Hire vehicles (refer to page 23);
- No claim bonus (NCB) protection (refer to page 33);
- Contents of caravan / trailer (refer to page 32);
- Increased non-owned trailer liability (refer to page 37).

**Excesses can apply**
For each of the available covers, a basic excess and, in certain circumstances an additional excess, may apply. A basic or additional excess is not an additional fee charged by us at the time of making a claim. Rather, it is the uninsured first portion of loss for which you are otherwise covered, i.e. the amount that you must contribute towards each claim.

Details of the basic and additional excesses and the circumstances in which they will be applied are set out in the Definition of Excess from page 13. The basic excess amount will appear on your policy schedule. The additional excess amounts are set out in the Definition of Excess from page 13.

Upon acceptance of your claim, you must immediately pay the total amount of the applicable excess, either to us or to the repairer. We will advise you to whom the excesses must be paid, however, if your vehicle is a total loss, we may deduct any excess that you must pay from any payment we make.

**Exclusions**
This policy contains a number of exclusions, some of which are common in insurance policies. For example, we may not pay for loss or damage arising out of:
- unlawful acts (including unlicensed drivers);
- unroadworthy or unsafe vehicles; or
- vehicle deterioration (rust, corrosion, and general wear and tear).
Some of the exclusions may be less common, and as such may be unexpected. For example, this policy excludes cover for ‘Underground mining’ which excludes your vehicle when used for drilling or tunnelling whilst underground or used or driven in an underground mine or mining shaft. Please refer to page 18 for the details of this exclusion.

The above are some of the events that are not covered by this policy. Before making a decision about whether to purchase this policy, you should read the full details of all relevant exclusions, which are contained in the policy wording.

Some may not be relevant to your business, however, you should make yourself aware of all the exclusions. Please refer to Exclusions of Cover – Section 1 and 2 from page 17, Exclusions of Cover – Section 1 from page 25 and Exclusions of Cover – Section 2 from page 34.

Terms and conditions
Terms and conditions applicable to your policy set out your obligations with which you need to comply. Please refer from page 20.

You should make yourself aware of all the terms and conditions that apply. If you do not meet them we may be able to decline or reduce the claim payment or cancel your policy.

Make sure you have the cover you need
You should discuss with your intermediary the appropriate amounts and risks for which you need to be insured. If you do not adequately insure for the relevant risks you may have to bear any uninsured losses yourself.

If you do not choose appropriate amounts that allow for the current value of your vehicle or other financial risks that your policy aims to cover, then you may be underinsured when you need to make a claim.

Change of circumstances
You should also advise your intermediary to notify us as soon as possible when your circumstances change, if they are relevant to your policy. For instance, if you purchase a new vehicle, or add new accessories to your vehicle. If you do not tell your intermediary of these changes, in the event of you suffering a loss or damage, your sum insured may not be adequate to cover your loss, or you may not even have any cover under your policy.

Duty of Disclosure
Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984 (Cth).

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until we agree to insure you.

If you do not tell us something
If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

How we calculate your premium
The amount of your premium is determined by taking a number of different matters into account.

It is important for you to know in particular that the premium varies depending on the information we receive from you about the risk to be covered by us. The higher the risk is, the higher the premium will be. Based on our experience and expertise as an insurer, we decide what factors increase our risk and how they should impact on the premium. Each insurer can do this differently.

We calculate your premium on the basis of information that we receive from you when you apply for insurance. Some other factors impacting premiums are:

- the location of your business;
- the nature of your business;
• type of vehicles (make, age, model);
• use of vehicles (private, business);
• the value of the vehicles;
• type of cover requested;
• location and operating radius of the vehicles;
• age of the regular driver of the vehicles;
• your NCB and your previous claims history;
• number of years insured with us; and
• any additional excess you nominate to pay above our basic excess. This means that when you purchase a policy, you may elect to take a higher excess in the event of a claim, which will reduce the cost of your premium. If you are interested in this, you should ask your intermediary to supply you with quotes based on differing amounts of excesses.

Your intermediary can arrange for you to be provided with a quote for a premium. You will need to give your relevant personal details to your intermediary at this time to enable us to calculate your premium.

Another important thing to know is that your premium also includes amounts that take into account our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and Fire Services Levy) in relation to your policy. These amounts will be set out separately on your schedule as part of the total premium payable.

How and when you pay your premium and what happens if you don’t pay?
Premiums are charged and are payable on a yearly basis. Your intermediary can also tell you what other methods are available to make your premium payments.

Your intermediary will send you an offer of renewal of your insurance once a year, before your current period of insurance expires. If you do not pay your premium when due, your policy may lapse after 30 days and you will not be covered. You may be able to reinstate your policy after it lapses, but you must submit an application to us, which is subject to our reassessment of your personal circumstances at the time of application.

No claim bonus
Your motor no claim bonus (NCB) is based on your previous claims history and is impacted each time you lodge a claim against your policy.

In the event that you are not at fault in a claim and we have obtained a full recovery from the other party who was at fault, we will then reinstate your NCB to the same level prior to you lodging that claim. If we have already altered your renewal premium prior to the receipt of the recovery, we will adjust your renewal premium accordingly, and refund any amount to you.

Goods and Services Tax
The sum insured that you choose should exclude Goods and Services Tax (GST). In the event of a claim, if you are not registered for GST, we will reimburse you the GST component in addition to the amount we pay you. If you are registered for GST, you will need to claim the GST component from the Australian Taxation Office.

You must advise us of your correct input tax credit percentage where you are registered as a business and have an Australian Business Number. Any GST liability arising from your incorrect advice is payable by you.

How to make a claim
If you need to make a claim against this policy, please refer to ‘Claims procedures’ under Terms and Conditions – Sections 1 and 2 from page 20. If you have any queries please contact your intermediary as soon as possible, or call us on 132 687.
Privacy
Zurich is bound by the Privacy Act 1988. We collect, disclose and handle information, and in some cases personal or sensitive (eg health) information, about you (‘your details’) to assess applications, administer policies, contact you, enhance our products and services and manage claims (‘Purposes’). If you do not provide your information, we may not be able to do those things. By providing us, our representatives or your intermediary with information, you consent to us using, disclosing to third parties and collecting from third parties your details for the Purposes.

We may disclose your details, including your sensitive information, to relevant third parties including your intermediary, affiliates of Zurich Insurance Group Ltd, insurers, reinsurers, our banking gateway providers and credit card transactions processors, our service providers, our business partners, health practitioners, your employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.


Zurich’s Privacy Policy, available at www.zurich.com.au or by telephoning us on 132 687, provides further information and lists service providers, business partners and countries in which recipients of your details are likely to be located. It also sets out how we handle complaints and how you can access or correct your details or make a complaint.

Cooling-off Period
After you apply for a Zurich product and you have received the policy document, you have 21 days to check that the policy meets your needs. Within this time you may cancel the policy and receive a full refund of any premiums paid, unless you have:

• made a claim or become entitled to make a claim under your policy; or
• exercised any right or power you have in respect of your policy or the policy has ended.

Your request will need to be in writing and forwarded to us via your intermediary or to the address shown on the back cover of this document.

You can cancel your policy at any time after the cooling-off period. Please refer to ‘Cancellation’ under Terms and Conditions from page 20.

General Insurance Code of Practice
We are signatories to the General Insurance Code of Practice which was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

You can obtain more information on the Code and how it assists you by contacting us.

Complaints and Disputes Resolution process
If you have a complaint about an insurance product we have issued or service you have received from us, please contact your intermediary to initiate the complaint with us. If you are unable to contact your intermediary, you can contact us directly on 132 687.

We will respond to your complaint within 15 working days. If you are not satisfied with our response, you may have the matter reviewed through our internal dispute resolution process, which is free of charge.

If you are not satisfied with the outcome of the dispute resolution process and would like to take the complaint further, you may refer the matter to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to you.

Their contact details are:
Website: www.afca.org.au
Email: info@afca.org.au
Freecall: 1800 931 678

In writing to: The Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria 3001.
Financial Claims Scheme
Zurich is an insurance company authorised under the Insurance Act 1973 to carry on general insurance business in Australia. As such, we are subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (APRA).

This policy may be a protected policy under the Federal Government’s Financial Claims Scheme, (FCS) which is administered by APRA.

The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make a claim under this insurance policy may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.

Further information about the FCS can be obtained at http://www.fcs.gov.au

Repair Industry Code of Conduct
Zurich complies with the Repair Industry Code of Conduct.

You can choose a repairer, or we can recommend one for you. If we do not accept your choice of repairer, you must still cooperate with us to select another repairer that we both agree on.

When your vehicle is repaired, the repairer may use re-usable parts or parts that are not manufactured by a supplier to the vehicle’s original manufacturer which:

- are consistent with the age and condition of the vehicle;
- do not affect the safety or the structural integrity of the vehicle;
- comply with the vehicle manufacturer’s specifications and applicable Australian Design Rules;
- do not adversely affect the post-repair appearance of the vehicle; and
- do not void or affect the warranty provided by the vehicle manufacturer.

In repairing your vehicle, we may arrange for a part of the repair to be carried out by a specialist service provider, for example windscreen repairs. We guarantee workmanship of the repairs authorised by us.

This guarantee is for the life of the vehicle and is in addition to your statutory rights against the repairer and warranties that you have from the repairer directly. Wear and tear is not covered by this guarantee.

We will arrange for repairs authorised by us to be rectified at no cost to you, if we agree that the repairs are defective. Before we can arrange for any defective repairs to be rectified, you must give us the opportunity to inspect the vehicle.

Headings
Headings have been included for ease of reference, but do not form part of the policy.

Updating this PDS
Certain information in this PDS may change from time to time. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, a paper copy of the updated information will be available free of charge upon request, by contacting your intermediary or us by using our contact details on the back cover of this PDS. Please note that we may also choose to issue a new PDS or a supplementary PDS in other circumstances.
Benefits of cover available

The following table shows highlights of some of the major benefits available under the policy. Exclusions, limits and conditions apply so please refer to each Section for full details of coverage.

<table>
<thead>
<tr>
<th>Types of covers available</th>
<th>Benefits of cover available</th>
<th>Page no.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive</td>
<td>Own Damage – Section 1</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>Liability – Section 2</td>
<td>34</td>
</tr>
<tr>
<td>Own Damage only</td>
<td>Own Damage – Section 1</td>
<td>24</td>
</tr>
<tr>
<td>Third Party Property Damage only</td>
<td>Liability – Section 2</td>
<td>34</td>
</tr>
<tr>
<td>Fire, Theft and Third Party Property Damage</td>
<td>Optional Limitation of Cover – Section 1</td>
<td>32</td>
</tr>
<tr>
<td></td>
<td>Liability – Section 2</td>
<td>34</td>
</tr>
<tr>
<td>Fire and Theft only</td>
<td>Optional Limitation of Cover – Section 1</td>
<td>34</td>
</tr>
</tbody>
</table>

### Extensions of Cover – Motor Vehicle Sections 1 and 2

<table>
<thead>
<tr>
<th>Type of Cover</th>
<th>Description</th>
<th>Page nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disability modifications</td>
<td>Up to $10,000 per event</td>
<td>22</td>
</tr>
<tr>
<td>No fault excess after an accident</td>
<td>If the total excess applicable to your claim is $5,000 or less and you were not 100% at fault in an accident, you may not need to pay any excess</td>
<td>22</td>
</tr>
<tr>
<td>Police, Fire Brigade and other Authorities</td>
<td>Covering costs levied in respect of Police Force, Fire Brigade or other authorities as a result of loss or damage to your vehicle, to a maximum $50,000 per event</td>
<td>23</td>
</tr>
<tr>
<td>Psychological counselling</td>
<td>Coverage provides reasonable costs incurred in your driver obtaining professional counselling as a result of an accident involving your vehicle, up to a maximum of $10,000 per event</td>
<td>23</td>
</tr>
<tr>
<td>Vehicle additions</td>
<td>Automatically covering a new vehicle within 60 days maximum $300,000 per vehicle</td>
<td>23</td>
</tr>
</tbody>
</table>

### Extensions of Cover – Motor Vehicle Section 1

<table>
<thead>
<tr>
<th>Type of Cover</th>
<th>Description</th>
<th>Page nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Driver’s personal property</td>
<td>Up to $2,000 any one period of insurance</td>
<td>26</td>
</tr>
<tr>
<td>Emergency mitigation costs</td>
<td>Replacement of windscreen/windows Towing your vehicle to the nearest repairer</td>
<td>26</td>
</tr>
<tr>
<td>Employees’ vehicles</td>
<td>Coverage for employees’ vehicles being used in connection with your business, to a maximum $75,000 per any one loss, any one event</td>
<td>26</td>
</tr>
<tr>
<td>Expediting expenses</td>
<td>Immediate repair costs, provided such costs do not exceed 50% of normal repair costs or $10,000 per event, whichever is the lesser</td>
<td>26</td>
</tr>
<tr>
<td>Family expenses when your driver is hospitalised</td>
<td>Reasonable costs incurred by you or your injured driver’s immediate family to attend the hospital, up to a maximum amount of $5,000 per event, and $15,000 any period of insurance</td>
<td>27</td>
</tr>
<tr>
<td>Funeral expenses</td>
<td>Up to a maximum $10,000 for funeral expenses following fatal injury to your driver</td>
<td>27</td>
</tr>
<tr>
<td>Gates, chains and tarpaulins</td>
<td>Up to a maximum $5,000 per event</td>
<td>27</td>
</tr>
<tr>
<td>Hire vehicle following theft or fire</td>
<td>Up to a maximum $5,000 per vehicle</td>
<td>28</td>
</tr>
<tr>
<td>Journey disruption</td>
<td>Following loss or damage to your vehicle, if more than 100 km from usual place of garaging, the reasonable costs of transporting the driver and passengers, obtaining overnight accommodation or hiring another vehicle, up to a maximum $5,000 per event</td>
<td>28</td>
</tr>
<tr>
<td>Locks / keys</td>
<td>Up to a maximum of $10,000 per event with no excess if no other loss or damage has occurred</td>
<td>28</td>
</tr>
<tr>
<td>New vehicle replacement (in event of total loss)</td>
<td>A new replacement vehicle if your vehicle is a sedan, station wagon, 4WD, utility or Other Goods Carrying Vehicle: (i) that is less than two years old; or (ii) from two to less than four years old and has a payload carrying capacity no greater than 2 tonnes (under 100,000 km and subject to prior insurance with us) Other vehicles less than one year old: We pay replacement cost or additional 20% limit of market value or additional 20% limit of sum insured value, whichever is the least</td>
<td>28</td>
</tr>
<tr>
<td>Types of covers available</td>
<td>Benefits of cover available</td>
<td>Page no.</td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Removal and delivery expenses</td>
<td>Reasonable costs of removing and delivering your vehicle, if your vehicle suffers loss or damage, up to a maximum $50,000 per event</td>
<td>29</td>
</tr>
<tr>
<td>Removal of debris/load</td>
<td>Up to a maximum $50,000 per event</td>
<td>30</td>
</tr>
<tr>
<td>Retrieval costs</td>
<td>Up the event of your vehicle becoming unintentionally immobilised, retrieval costs up to a maximum of $50,000 per period of insurance</td>
<td>30</td>
</tr>
<tr>
<td>Signwriting</td>
<td>Reasonable costs of repairing or replacing signwriting or artwork</td>
<td>30</td>
</tr>
<tr>
<td>Total loss of encumbered vehicles</td>
<td>Up to an additional 25% limit of market value or 25% limit of sum insured value / agreed value (as applicable), whichever is the lesser</td>
<td>30</td>
</tr>
<tr>
<td>Two wheel trailers or box trailers</td>
<td>Coverage for two wheel trailers or box trailers, which are owned by you, and are not included in your schedule, limited to the market value of the trailer, limited to $2,000 maximum value</td>
<td>31</td>
</tr>
<tr>
<td>Unspecified accessories</td>
<td>Up to a maximum $5,000 per event</td>
<td>31</td>
</tr>
<tr>
<td>Windscreen or Glass damage</td>
<td>Costs in respect of loss or damage to windscreen or windows of your vehicle</td>
<td>31</td>
</tr>
</tbody>
</table>

**Extensions of Cover – Motor Vehicle Liability Section 2**

| Employer or principal                                        | Covering employer’s or principal’s liability for an accident involving your vehicle                                                                                                                                               | 36       |
| First aid costs                                              | In addition to the Liability Limit                                                                                                                                                                                              | 36       |
| Legal costs and authorised expenses                          | Legal costs and expenses incurred with our written consent, in addition to the Limit of Liability                                                                                                                              | 36       |
| Non-owned or supplied vehicles                               | Coverage for non-owned or supplied vehicles being used in connection with your business                                                                                                                                    | 37       |
| Non-owned trailer liability                                  | Damage to non-owned trailer being towed by your vehicle. The maximum amount we will pay is the lesser value of either the market value of the trailer just before the accident, based on the age and condition at that time or $75,000 being the maximum amount payable | 37       |
| Uninsured motor                                              | If your vehicle is only insured for Section 2, we may pay up to $10,000 for your vehicle, if you were not at fault with the accident and the other driver was not insured                                                                 | 37       |
| Vehicles under tow                                            | Covering disabled vehicle being towed by your vehicle                                                                                                                                                                          | 37       |

**Optional Extensions of Cover**

| Hire vehicles                                                | Sections 1 and 2 – available if shown in the schedule                                                                                                                                                                         | 23       |
| Contents of caravan / trailer                               | Section 1 – available if shown in the schedule                                                                                                                                                                                    | 32       |
| Driver accident benefit                                      | Section 1 – benefits for death or injury suffered in an accident where driver at fault                                                                                                                                            | 32       |
| Hire vehicle following an accident                          | Section 1 – up to $150 per day, up to maximum of 30 days per event                                                                                                                                                               | 33       |
| No claim bonus (NCB) protection                              | Section 1 – available if shown in the schedule                                                                                                                                                                                   | 33       |
| Increased non-owned trailer liability                        | Section 2 – available if shown in the schedule                                                                                                                                                                                   | 37       |
Subject to the terms and conditions contained in this policy, and after you have paid or agreed to pay us your premium, we will insure you against loss or damage or any liability incurred as described, occurring within Australia during the period of insurance.

1. Definitions

The following definitions shall apply to the words used in your policy.

1.1 Accident

An accident means a sudden and fortuitous event, which arises out of the use of your vehicle and includes a series of accidents arising out of the one event.

1.2 Act of terrorism

An act of terrorism means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

1.2.1 involves violence against one or more persons;
1.2.2 involves damage to property;
1.2.3 endangers life other than that of the person committing the action;
1.2.4 creates a risk to health or safety of the public or a section of the public; or
1.2.5 is designed to interfere with or to disrupt an electronic system.

1.3 Agreed value

Agreed value means the amount specified as the Agreed Value, exclusive of GST, in the schedule. This amount includes standard accessories, tools and spare parts that the manufacturer supplies as standard equipment with your vehicle, and any Vehicle Accessories specified in the schedule.

1.4 Airside activities

Airside activities means any vehicle being used for the following:

1.4.1 movement within or on airport taxi-ways, parking stations, landing grounds, tarmac or any temporary landing ground;
1.4.2 the refuelling or towing of any aircraft;
1.4.3 any operation on any of the airport areas involving landscaping, site clearance, earthmoving, excavation, tunnelling, boring, laying of foundations, erection or dismantling of scaffolding, site restoration and the provision of roadways and other access works;
1.4.4 the construction, alteration, repair, restoration, maintenance, extension, demolition or dismantling of buildings, runways or structures (whether permanent or not) forming, or to form part of the airport areas; or
1.4.5 the installation, alteration, repair, or maintenance or fittings, including lighting, power supply, drainage, sanitation, water supply, gas supply, fire protection, security and communications systems in any of the airport areas.

1.5 Australia

Australia means the Commonwealth of Australia and all of its States and Territories including all external Territories.
1.6 Australian Dangerous Goods Code

*Australian Dangerous Goods Code* means the most recent edition of the Australian Code for the Transport of Dangerous Goods by Road and Rail that has been published by the Federal Government of Australia. This is also known as the ADG Code.

1.7 Business

*business* means your business, occupation, trade or profession.

1.8 Caravan / trailer

*caravan / trailer* means your Caravan / Trailer as specified in the *schedule*.

1.9 Compensation

*compensation* means compensatory damages including costs recoverable by claimants but excluding fines, penalties, criminal sanctions of any description, punitive, aggravated, exemplary or liquidated damages.

1.10 Damage and damaged

*damage* and *damaged* means accidental physical damage, destruction or loss caused by:

1.10.1 fire, flood, hail, malicious acts, *accident*; or
1.10.2 someone stealing or attempting to steal your *vehicle*.

1.11 Dangerous goods

*dangerous goods* means dangerous goods as defined by the Australian Code for the Transport of Dangerous Goods by Road and Rail.

1.12 Driver’s personal property

*driver’s personal property* means your driver’s uninsured personal property (other than in any caravan/ trailer), including business apparel normally worn with the occupation, but excludes money, fire arms, cash, negotiable instruments, tablets, Ipads, laptop computers, portable music devices, mobile phones, personal digital assistant (PDAs including smart phones), personal navigation equipment and tools or items used in the business, jewellery and furs belonging to your driver.

1.13 Employee

*employee* means any person that you have the right to direct during your *business* activities who is:

1.13.1 employed by you;
1.13.2 apprenticed to you;
1.13.3 deemed to be your employee by any applicable law;
1.13.4 hired or seconded from another party by you; or
1.13.5 an executive director or officer of your *business*.

1.14 Endorsement

*endorsement* means an individual Endorsement document that we give you that attaches to, and forms part of, your policy. This document varies the terms and conditions of your policy.
1.15 Excess

1.15.1 Basic excess

This is the first amount of each claim for which you must pay when you make a claim under this policy, unless we state that an excess does not apply. We will pay for amounts above any excess amounts to be met by you. The amount of the basic excess is shown in the schedule. The basic excess will apply separately to each vehicle and each claim on that vehicle.

Where a trailer is attached to a vehicle, and that vehicle and trailer (both of which are covered under this policy) are damaged in the same accident, you will pay the applicable basic excess in respect of each vehicle insured as follows:

(a) for claims under Section 1 – Own damage:

   (i) where one of your vehicles has been lost or damaged, you will pay the basic excess as shown in the schedule for that vehicle; or

   (ii) where more than one vehicle (for this section, a trailer is a separate vehicle) has been lost or damaged, you will pay the applicable basic excess in respect of each vehicle insured; or.

(b) for claims under Section 2 – Liability:

   (i) where your liability arises as a result of your control of the towing vehicle, the basic excess applicable to the towing vehicle will apply; or

   (ii) where your liability arises as a result of your control of a trailer not attached to a towing vehicle, the trailer excess shown in the schedule will apply.

In the event that the vehicle is not damaged but the trailer is damaged, then you will pay the applicable basic excess in respect of the trailer only.

1.15.2 Age and inexperienced driver’s excess

If at the time of loss or damage, your vehicle (providing your vehicle was not a rigid and/or articulated vehicle with a carrying capacity in excess of 10 tonnes payload) was being driven by a person as set out below, the following additional excess per event shall apply:

(a) driver under 21 years of age: $850;

(b) driver aged 21 years of age and under 25 years of age: $750;

(c) driver aged 25 years and over, having held a licence less than two years: $750.

However, this excess will not apply in the event of hail.

1.15.3 Age and inexperienced driver’s excess applying to rigid and/or articulated vehicles

If at the time of loss or damage, your rigid and/or articulated vehicle with a carrying capacity in excess of 10 tonnes payload, was being driven by a person as set out below, the following additional excess per event shall apply:

(a) driver under 21 years of age: $2,500;

(b) driver aged 21 years of age and under 25 years of age: $2,500;

(c) driver aged 25 years of age and over, having held a rigid and/or articulated vehicle licence less than two years: $2,500.

However, this excess will not apply in the event of hail.
1.15.4 Undeclared driver’s excess applying to rigid and/or articulated vehicles

If at the time of loss or damage, your rigid and/or articulated vehicle with a carrying capacity in excess of 10 tonnes payload, was being driven by a person who failed to complete a driver’s questionnaire in accordance with Terms and Conditions – Sections 1 and 2, 4.2 ‘Change of risk’ you will pay an additional excess of $2,500.

We may, at our discretion, waive the additional excess, if you submit a driver’s questionnaire in respect of that driver and we determine that the driver meets our underwriting criteria.

However, this excess will not apply in the event of hail.

1.15.5 Tipping excess

If your vehicle is a rigid body tipper or a tipping trailer, and at the time of loss or damage, the tipping hoist was in use and was fully or partially elevated, the basic excess shall be increased by 100% to each vehicle and each claim on that vehicle.

1.15.6 Radius Limit excess

If your vehicle is damaged or liability is incurred as a result of an accident which occurs outside the radius limit shown in the schedule, then you will pay an additional excess in the amount of 100% of the basic excess per vehicle.

1.16 Insured

insured means you, your, the party, or parties named as the Insured in the schedule.

1.17 Market value

market value means the value of your vehicle just before the damage occurs, based on the age and condition of your vehicle exclusive of GST at that time.

When we calculate the market value, we include an amount for reasonable costs of replacing or repairing:

1.17.1 standard accessories, tools or spare parts that the manufacturer supplied as standard equipment with your vehicle; and

1.17.2 non-standard Vehicle Accessories that are specified in the schedule.

1.18 Payload

payload means the maximum load that your vehicle is designed to carry. Payload is calculated from the gross vehicle mass (GVM) subtracting the vehicle’s own weight and without any cargo or passengers.

1.19 Period of insurance

period of insurance means the Period of Insurance shown in the schedule.

1.20 Pollutants

pollutants means any irritant or contaminant including, but not limited to smoke, vapour, soot, fumes, chemicals or waste. However, waste shall include but not be limited to all materials to be recycled, reconditioned, or reclaimed.

1.21 Premium

premium means the amount(s) shown in the schedule that you have to pay us, inclusive of all charges for the cover we provide under this policy.

1.22 Radius limit

radius limit means the area inside a circle drawn with your vehicle’s primary location as the centre and with a radius of the length shown in the schedule.
1.23 Schedule

*schedule* means the Schedule document that we give you that attaches to and forms part of your policy.

1.24 Sum insured value

*sum insured value* means the amount specified as the Sum Insured Value, exclusive of GST, in the *schedule*.

This amount includes standard accessories, tools and spare parts that the manufacturer supplies as standard equipment with your *vehicle*. Any Vehicle Accessories specified in the *schedule* are additional.

1.25 Tool of trade

*tool of trade* means the use or operation of a vehicle and/or any attachment, equipment, tool or apparatus which forms part of the vehicle, but only whilst engaged in and undertaking its designed purpose of digging, scraping, shovelling, grading, boring, drilling, compacting, harvesting, ploughing, shredding, lifting, clearing, levelling, hosing, pumping, spraying, vacuuming or suction activities.

1.26 Vehicle

*vehicle* means your Vehicle described in the *schedule* being a mechanically propelled *vehicle* and/or trailer designed for use on land only (not being for use upon rails, tram tracks or cables), including:

1.26.1 any standard accessories, standard tools, standard appliances, standard electronic / electrical equipment, standard air conditioning unit or standard options;

1.26.2 any non-standard Vehicle Accessories specified in the *schedule*.

2. Limitations of Cover – Sections 1 and 2

The cover provided by your policy is limited by the Limitations of Cover and the Exclusions applicable to all sections.

2.1 Bobcats/skid-steer loaders

New South Wales & Victoria:

We will not pay any amount if the *vehicle* is a Bobcat or skid-steer loader and is stolen within:

2.1.1 the Sydney metropolitan area (which is defined as a 60km *radius limit* from the central GPO);

2.1.2 the Wollongong metropolitan area (which is defined as a 25km *radius limit* from the central GPO);

2.1.3 the Melbourne metropolitan area (which is defined as a 60km *radius limit* from the central GPO),

and is not fitted with either an engine immobiliser or vehicle tracking/GPS system at the time of the theft.

Should the *vehicle* be fitted with either an engine immobiliser or a vehicle tracking/GPS system at the time of the theft, then an additional excess of $2,500 will apply in respect of each claim.

However, should the *vehicle* be fitted with both an engine immobiliser and a vehicle tracking/GPS system at the time of the theft, then no excess will apply.

Queensland:

If the *vehicle* is a Bobcat or skid-steer loader and is stolen within a 50km *radius limit* of either Brisbane Central GPO, or Caloundra PO or a 25km *radius limit* of the Surfers Paradise PO, an additional excess of $2,500 will apply.

However, if the *vehicle* is fitted with an engine immobiliser and/or a vehicle tracking/GPS system at the time of the theft, then no excess will apply.

2.2 Geographical limits

Cover only applies to *accidents* that occur or *damage* that occurs within *Australia*.
2.3 Motor trade

When ‘Motor Trade’ is shown in the schedule, then the cover provided by this policy will apply, subject to the following:

2.3.1 The Vehicle Description shown in the schedule means:
All registered motor vehicles or vehicles displaying a trade plate (other than motor cycles and/or caravan/trailers unless specifically shown in the schedule) which are in your custody or control for the purpose of sale, repair, modification or servicing, but only while such vehicles are being driven by a duly licensed driver.

2.3.2 The following additional Exclusions will apply:
We will not pay for damage that occurs or liability, which is incurred, where a vehicle is:
(a) personally owned by you;
(b) being used in the business of a motor driving school;
(c) being used for hire, paying of hire or let on hire;
(d) being driven by potential buyers, unless accompanied by you or your employee;
(e) lost as a result of trickery or deception; or
(f) being towed by a motor breakdown towing truck belonging to, or being operated by, you.

2.3.4 The following Extensions of Cover – Section 1 will not apply:
5.9 ‘Hire vehicle following theft or fire’;
5.13 ‘New vehicle replacement’;
5.18 ‘Total loss of encumbered vehicles’.

2.3.5 The following Extensions of Cover – Section 2 will not apply:
4.5 ‘Non-owned or supplied vehicle’; and
4.6 ‘Non-owned trailer liability’.

2.3.6 The following Exclusions of Cover – Sections 1 and 2 will not apply:
3.12 ‘Stock in trade’.

2.3.7 The following Extensions of Cover – Sections 1 and 2 will not apply:
5.7 ‘Vehicle additions’.

2.4 Vehicle alterations

If the suspension, wheels or engine of your vehicle are altered to increase performance, and as a result, that vehicle becomes classified as a non-acceptable risk in our guidelines, then all cover under this policy will be cancelled with respect to that vehicle, unless:

2.4.1 we have previously agreed to such alteration;
2.4.2 you have paid any additional premium we require;
2.4.3 you have authorised such vehicle alterations to meet specific operational requirements; and
2.4.5 you have agreed to accept any alteration or addition to the terms and conditions of this policy.
3. **Exclusions of Cover – Sections 1 and 2**

This policy does not provide cover:

### 3.1 Acquisition of companies
- 3.2.1 to any company or other legal entity acquired during the period of insurance; or
- 3.2.2 to any property or liability associated with such company or any other legal entity or business undertaking or operation.

### 3.2 Act of terrorism
for any liability arising out of, or howsoever contributed to, whether directly or indirectly, or in any way involving any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

### 3.3 Contractual liability
for liability arising under any undertaking or indemnity given or contracted by you without our written consent, unless such liability would have attached notwithstanding such undertaking or indemnity.

### 3.4 Dangerous goods
for damage that occurs or liability which is incurred while your vehicle is carrying any substance that is shown in the Australian Dangerous Goods Code as Goods Too Dangerous to Transport or while any such substance is being moved to or from your vehicle or while any such substance is being loaded or unloaded from your vehicle.

### 3.5 Dual lifts / multi lifts
if damage occurs to, or by, your vehicle or liability is incurred whilst your vehicle is being used in any raising or lowering operation in which a single load is shared between two or more cranes or lifting devices.

### 3.6 Hire, fare or reward
for loss or damage that occurs or liability which is incurred, when your vehicle was being used for the conveyance of passengers for hire, fare or reward other than under a private pooling arrangement.

This Exclusion will not apply to any allowance for travelling paid by you to an employee.

### 3.7 Motor sports, vehicle racing, testing
if at the time of the damage or when any liability was incurred, your vehicle was being used in:
- 3.7.1 any test or trial, other than for resale purposes on public roads;
- 3.7.2 any experiments; or
- 3.7.3 preparation for or involvement in racing, speed testing, speed trial, pace making, reliability trial, stunt, rallying or motor sport activities.

### 3.8 Multiple trailers
for damage that occurs or liability which is incurred by, or arising from, the use of your vehicle while it is towing more than two goods-carrying trailers.

### 3.9 Non-approved fuel systems
if the damage or any liability incurred was a result of the use of a fuel system in your vehicle that does not comply with the appropriate Local Standard Code in the country in which the vehicle is operating.

### 3.10 Repossession
for damage to your vehicle or any liability caused by any person lawfully repossessing or attempting to lawfully repossess your vehicle, where your vehicle is used as security for a debt.
3.11 Setting of concrete/bitumen

if the damage to your vehicle (or any concrete agitator barrel, bowl or concrete pumper) was caused by the setting or hardening of any concrete, bitumen or similar products being carried at the time of the loss, unless you or any other covered persons have taken all reasonable steps to remove the concrete, bitumen or similar product from your vehicle.

3.12 Stock in trade

if at the time of the loss or damage, or when any liability was incurred, your vehicle formed part of the stock in trade of your business.

3.13 Underground mining

if at the time of the damage or when any liability was incurred, your vehicle was:

3.13.1 used for drilling or tunnelling whilst underground; or

3.13.2 used or driven in an underground mine or mining shaft.

3.14 Unlawful acts (including unlicensed drivers)

if at the time of the loss or damage or when any liability was incurred:

3.14.1 you or any person driving your vehicle was doing so:

   (a) for any unlawful purpose; or

   (b) as a result of, or occasioned by, you stealing, converting, absconding with, or otherwise misappropriating your vehicle, or deliberately inflicting loss or damage with, or to your vehicle.

3.14.2 you or any person driving your vehicle:

   (a) had faculties impaired by any drug and/or intoxicating liquor;

   (b) had a percentage of alcohol or drugs in their breath, saliva, blood or urine in excess of the percentage permitted by the law of the applicable State or Territory where the incident occurred;

   (c) refused to provide or allow the taking of a sample of breath, saliva, blood or urine for testing or analysis; or

   (d) left the place where the accident arose, before being legally allowed to do so.

3.14.3 you or any person driving with your consent and knowledge was not licensed to drive your vehicle, or was disqualified from holding or obtaining such a licence.

However, this shall not apply if your vehicle is being driven by a person who is involved with the servicing of your vehicle on premises you occupy.

3.14.4 your vehicle was being driven by a person who was not legally licensed to drive that vehicle in Australia, other than while your vehicle is being driven by a person aged 12 years or over on rural land owned or occupied by you.

Further, Exclusions 3.14.1 to 3.14.4 inclusive shall not apply if you can prove:

(i) that you had no reason to suspect that your vehicle was being used in that manner;

(ii) that you did not allow such use of your vehicle; or

(iii) the driver’s licence had unintentionally lapsed, was fraudulently produced, or was cancelled unknown to you as a result of unpaid parking fines, and the driver was the holder of a licence in the 12 months immediately prior to the lapsing of the licence,

and allow us to use all remedies available to recover all costs associated with any loss or damage occasioned, or liability incurred, by the driver of your vehicle.
3.15 **Unroadworthy or unsafe vehicles**

if at the time of the damage or when any liability was incurred, your vehicle was being used in an unroadworthy or unsafe condition.

This Exclusion shall not apply if you prove that the damage or liability incurred was not caused, or contributed to, by the unroadworthy or unsafe condition of your vehicle, or such unroadworthy or unsafe condition could not reasonably have been detected by you.

3.16 **Vehicles on rails / cables**

if at the time of the damage or when any liability was incurred, your vehicle was being used to run on rails, tram tracks or cables.

3.17 **Vehicle overloading**

3.17.1 if at the time of the damage or when any liability was incurred, your vehicle was being used to carry a number of passengers in excess of that for which it was constructed, registered or licensed, or contrary to the manufacturer’s recommendations; or

3.17.2 if at the time of the damage or when any liability was incurred, your vehicle or any caravan / trailer being towed by your vehicle was used to carry, lift, haul or tow a load in excess of that for which it was designed, constructed, registered or licensed, or used contrary to the manufacturer’s recommendations.

Exclusions 3.17.1 and 3.17.2 shall not apply if you can prove that:

(i) you did not allow such use of your vehicle;

(ii) you had no reason to suspect that your vehicle was being used in that manner; or

(iii) the damage or liability incurred was not caused by, or contributed to, by such excess of passengers and/or load.

3.18 **War, confiscation, radioactivity, nuclear perils**

for loss, damage, destruction, death, personal injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss resulting from:

3.18.1 war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;

3.18.2 any order of any Government, Public or Local Authority involving the confiscation, nationalisation, requisition, damage or destruction of any property unless such destruction was undertaken to reduce the spread of fire; or

3.18.3 radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

However, this shall not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

This policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to the above.

3.19 **Wilful damage**

for damage that is intentionally caused or liability that is intentionally incurred by you, anyone acting on your behalf or any other covered persons.
4. Terms and Conditions – Sections 1 and 2
The following terms and conditions apply to your policy:

4.1 Cancellation

4.1.1 You may cancel this policy at any time by notifying us in writing.

4.1.2 We may cancel this policy by notifying you in writing, if you are in breach of any of the terms or conditions, or for any other reason available at law.

Our notice of cancellation takes effect at the earlier of the following times:

(a) the time when another policy of insurance has been entered into by you, being a policy that is intended to replace this policy; or

(b) at 4.00pm, local standard time, on the 30th business day after the day on which notice was given to you.

4.1.3 (a) After cancellation by you, we will be entitled to retain:

(i) the pro rata premium for the period during which the policy has been in force;

(ii) an additional 10% of that pro rata premium as a cancellation fee; and

(ii) any tax or duty paid or owing for which we are unable to obtain a refund.

(b) After cancellation by us, you will be entitled to a refund on a pro rata basis in relation to the unexpired period of insurance.

4.2 Change of risk

You must notify us in writing of all changes materially affecting the facts or circumstances existing at the commencement of this policy, or at any subsequent renewal date, as soon as such change comes to your notice. Any additional premium as a result of the change must be paid by you.

When a new driver commences driving your rigid and/or articulated vehicle with a carrying capacity in excess of 10 tonnes payload, that driver must complete a driver’s questionnaire and you must provide us with that questionnaire within 14 days of the new driver first driving or being in charge of the vehicle.

4.3 Claims procedures

You and any person entitled to cover under this policy must:

4.3.1 notify us in writing with full details as soon as possible after any event which may become the subject of a claim under this policy;

4.3.2 immediately send us any communication received from other parties in relation to any event which may become the subject of a claim under this policy;

4.3.3 tell us without delay on becoming aware of any impending prosecution in relation to any event which may become the subject of a claim under this policy;

4.3.4 provide all information and cooperation which we may require, including signing any statutory declaration or other documents;

4.3.5 not admit to, or negotiate any claim without our written consent;

4.3.6 allow us full discretion in the conduct, defence and settlement of any claim;

4.3.7 subject to the Insurance Contracts Act 1984, help us to recover any money paid by us from any person whom you may be able to hold liable. We will have the right to take any action in your name;

4.3.8 not authorise repairs on your vehicle (other than emergency mitigation costs or expediting expenses) without our written consent; and

4.3.9 notify the Police as soon as possible after you have become aware of the theft or attempted theft of, or malicious damage to your vehicle.
4.4 Confidentiality
To the extent permitted by law you or any person acting on your behalf shall not without our prior written 
consent disclose:

4.4.1 the existence of your policy or any part of your policy;
4.4.2 the amount of premium paid or payable for your policy;
4.4.3 the extent of cover provided by your policy; or
4.4.4 any other terms or conditions of your policy.

4.5 Cross liability
Where the insured comprises more than one legal entity, the word ‘you’ shall be considered as applying to each 
entity as if that entity were the only entity named as you. We waive all rights of subrogation or action which we 
may have acquired against any such entities. The Limits of Liability stated elsewhere in this policy are not affected 
or increased as a consequence of this condition.

4.6 Fraud
We will not pay any claim if any fraudulent means or devices have been used by you, or anyone acting on your 
behalf, to obtain a benefit under this policy.

4.7 Notifications
All notices and communications must be made or confirmed in writing by you or your intermediary. Other forms 
of communication will not be acted upon by us until confirmed in writing by you or your intermediary.

4.8 Other insurance
If you are entitled to indemnity under any other insurance policy, you must advise us of the particulars of that 
other insurance policy when making a claim.

4.9 Payments in respect of Goods and Services Tax
When we make a payment to you or on your behalf under this policy for the acquisition of goods, services or 
other supply, we will reduce the amount of the payment by the amount of any input tax credit that you are, or 
will be, or would have been, entitled to under A New Tax System (Goods and Services Tax) Act 1999, in relation 
to that acquisition, whether or not that acquisition is actually made.

When we make a payment to you or on your behalf, under this policy as compensation instead of payment for 
the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of 
any input tax credit that you are, or will be, or would have been entitled to under A New Tax System (Goods and 
Services Tax) Act 1999 had the payment been applied to acquire such goods, services or supply.

4.10 Payment of excess
When you have a claim under your policy, you must pay the excess amount in accordance with the terms and 
conditions that apply to the applicable section.

4.11 Progress payments
If we have agreed that a claim is covered by your policy we will make reasonable progress payments.

4.12 Proper law and jurisdiction
The construction, interpretation and meaning of the provisions of this policy shall be determined in accordance 
with Australian law.

In the event of any dispute arising under this policy, including but not limited to its construction and/or validity 
and/or performance and/or interpretation, you will submit to the exclusive jurisdiction of any competent Court 
in Australia.
4.13 Reasonable care
You must exercise all reasonable care, precautions and use all due diligence to prevent loss or damage to the insured vehicles and prevent any liability, and comply with all statutory obligations and by-laws or regulations imposed by any Public Authority for the safety of the vehicles and for the carriage of passengers, goods or merchandise.

4.14 Salvage
If we declare your vehicle to be a total loss and pay you according to the cover provided by this policy, your cover for that vehicle comes to an end and the salvage of the vehicle will become our property.

You must transfer the title and interests of your vehicle to us and we shall be entitled to dispose of the remains. We will retain the proceeds of the disposal of the salvage. In States or Territories where we are entitled to do so, we will also retain any proceeds from any registration and compulsory third party insurance.

If we do not take possession of your vehicle, you cannot abandon your responsibilities for the vehicle. After a declared total loss there will be no refund of the premium for that vehicle.

4.15 Sanctions regulation
Notwithstanding any other terms or conditions under this policy, Zurich shall not be deemed to provide coverage and will not make any payments nor provide any service or benefit to you or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of yours which would violate any applicable trade or economic sanctions, law or regulation.

5. Extensions of Cover – Sections 1 and 2

5.1 Disability Modifications
We will pay up to $10,000 per event should you or your driver who suffers an injury as a result of an accident involving your vehicle and such injuries renders you or your driver with a permanent disability that necessitates vehicle modifications to your vehicle or your driver’s private vehicle, the policy is extended to pay costs associated with effecting such modifications.

5.2 No fault excess after an accident
If the total excess applicable to your claim is $5,000 or less then you will not have to pay any excess towards a claim if:

5.2.1 we determine that the claim involves a collision with another vehicle and the driver of the other vehicle was 100% at fault; or

5.2.2 we determine that the claim involves a third party and the third party was 100% at fault; and

5.2.3 you tell us the full name and address of the third party and/or the full name of the other driver including the registration number of the other vehicle, including the driver’s licence number or in the case of another third party their full name and address; and

5.2.4 the amount of your claim exceeds the applicable excess under the policy.

Where the driver of the other vehicle or the third party disputes who was at fault, the applicable excess will then become payable but will be refunded if we are successful in establishing that the other driver or third party was 100% at fault. Similarly, we reserve the right to collect the excess should it ultimately be determined that the driver or third party was not 100% at fault.

5.3 Novated leases
This policy extends to cover employees, their spouses and immediate family’s vehicles, which are the subject of a novated lease or similar agreement, arranged under the auspices of, and specifically agreed to be covered by, the insured.
5.4 Police, Fire Brigade and other Authorities

This policy extends to cover you up to a limit of $50,000 per event for all costs levied by the following authorities, as a result of loss or damage involving an insured vehicle, requiring or resulting in the attendance of any members of:

5.4.1 any Police Force at the accident site;
5.4.2 any Fire Brigade; or
5.4.3 any other Authority.

5.5 Psychological counselling

This policy extends to cover you, up to a limit of $10,000 per event, for reasonable costs incurred in your driver obtaining professional counselling, as a result of an accident involving your vehicle where you are liable for compensation. In the event that no loss or damage has occurred to your vehicle and there is no third party property damage claim involved, then nil excess will apply to this Extension of Cover.

However, this Extension of Cover does not cover any costs incurred that are covered by Medicare or private health insurance, which we are not permitted by law to provide.

5.6 Registration of vehicles

The cover granted by this policy shall not be prejudiced in the event of the registration of the vehicle insured being cancelled or suspended, as a consequence of traffic or parking default.

5.7 Vehicle additions

Where you acquire any additional vehicles during the period of insurance, the cover provided by this policy for your vehicle will also apply to that additional vehicle, subject to the following:

5.7.1 within 60 days of the date you acquired, purchased, borrowed, hired or leased the additional vehicle, you must provide to us full details of that additional vehicle as set out in the schedule in respect of your vehicle;
5.7.2 the additional vehicle must be of a similar type, make, and model to your vehicle;
5.7.3 you must pay any additional premium we impose in respect of that additional vehicle; and
5.7.4 the maximum amount we will pay under this policy in respect of each additional vehicle is $300,000.

6. Optional Extension of Cover – Sections 1 and 2

6.1 Hire vehicles

If you hire your vehicle out to anyone else for reward and you:

6.1.1 notify us in writing prior to doing so; and
6.1.2 pay any additional premium we may impose,

then, Exclusion 3.6 ‘Hire, fare or reward’ under Exclusions of Cover Sections 1 and 2 is hereby deleted and replaced with the following Exclusion 3.6:

This policy does not provide cover where theft of your vehicle is by any person who is the hirer of your vehicle.
Section 1 – Own Damage

This section only forms part of your policy when ‘Motor Vehicle Section 1 – Own Damage’ is shown in the schedule and is limited to the period of insurance indicated.

1. Cover
   If during the period of insurance, an accident occurs to your vehicle, as noted in the schedule, then we will pay in accordance with the following Basis of Settlement.

2. Basis of Settlement – Section 1
   The following Basis of Settlement will apply:
   
   2.1 Repair
      When your vehicle is damaged and we consider it economical to repair your vehicle, then we will pay for the reasonable cost of repairs to your vehicle.

   2.2 Total loss
      2.2.1 Market value / Sum insured value
      When your vehicle is stolen and not recovered, lost and not recovered, or damaged and we do not consider it economical to repair your vehicle, then if market value or sum insured value is stated in the schedule as the Basis of Settlement, the maximum amount we will pay for your vehicle is the lesser of:
      (a) the market value; or
      (b) the sum insured value.
      2.2.2 Agreed value
      When your vehicle is stolen and not recovered, lost and not recovered, or damaged and we do not consider it economical to repair your vehicle, then if agreed value is stated in the schedule as the Basis of Settlement, the maximum amount we will pay for your vehicle is the agreed value.

      Provided that the maximum amount we will pay in respect of Vehicle Accessories specified in the schedule is the value of those Vehicle Accessories shown in the schedule.

3. Limitations of Cover – Section 1

   3.1 Limit per event
      The maximum amount we will pay for damage arising out of one event is $12,500,000.

   3.2 Mobile cranes, mobile drilling rigs and mobile piling rigs
      Where ‘Mobile Cranes or Mobile Drilling Rig or Mobile Piling Rig’ is shown in the schedule under your Vehicle Description, and loss or damage occurs to the mobile crane, mobile drilling rig or mobile piling rig, then we will not indemnify you against any loss or damage or liability caused directly or indirectly by, arising from or in connection with the:
      3.2.1 deliberate or reckless overloading of the vehicle;
      3.2.2 deliberately or recklessly incorrect loading of the vehicle;
      3.2.3 failure of:
      (a) you;
      (b) a director or partner of yours or an employee; or
      (c) a person engaged in the operation of the vehicle,
      to knowingly not service, maintain, use or operate the vehicle strictly in compliance with systems and procedures imposed or recommended by law, Australian Standards, industry standards or manufacturers’ or distributors’ recommendations or guidelines;
3.2.4 operation of the vehicle while its load-measuring instruments or limiters are known or suspected to be
defective, inoperative or turned off by:
(a) you;
(b) a director or partner of yours or an employee; or
(c) a person engaged in the operation of the vehicle;
3.2.5 acts or omissions of:
(a) you;
(b) a director or partner of yours or an employee; or
(c) a person engaged in the operation of the vehicle,
with the intention of causing, or with reckless disregard of the risk of causing, injury, or loss or damage
to person or property;
3.2.6 tests or experiments imposing abnormal operating conditions on the vehicle;
3.2.7 scratching or chipping of painted or polished surfaces;
3.2.8 corrosion, rusting, erosion, gradual deterioration, wear and tear, defect of any type, fatigue, lack of
lubricant, lack of coolant, incorrect lubricant, incorrect coolant or electrical failure, unless you prove that
prior to the loss or damage:
(a) neither you nor any employee nor any person engaged in the operation of the vehicle was aware
of such corrosion, etc.; and
(b) a casual inspection of the vehicle would not have revealed such corrosion, etc.;
3.2.9 drill pipes, collars, rock bits, reamers, stabilisers, core barrels, lugging equipment, casing and tools of all
kinds occurring while below the rotary table, whilst performing horizontal and/or vertical drilling/boring
activities; or
3.2.10 your vehicle while being used for oil, gas or geothermal drilling or in connection with existing oil, gas or
geothermal wells.

3.3 Spare parts
Our liability for replacement parts or accessories not available from stocks held in Australia is limited to the latest
published list price in Australia of such replacement parts or accessories.

4. Exclusions of Cover – Section 1
We will not pay:

4.1 Lawful seizure
for loss or damage to your vehicle as a result of lawful seizure, confiscation, or acquisition.

4.2 Loss of use
for any consequential loss, inconvenience or other detriment of any kind, resulting from loss or damage to
your vehicle.

4.3 Safeguarding your vehicle
for loss or damage due to failure to lock or secure your vehicle after it has broken down or been damaged.

4.4 Tyres
for loss or damage to the tyres of your vehicle caused by the application of brakes or by road punctures,
cuts, blow-outs or bursting.
4.5 **Vehicle breakdown**

for loss or *damage* to your vehicle or any resultant mechanical damage:

4.5.1 due to failure or breakdown of a structural, electrical, mechanical or electronic nature; or

4.5.2 to any part of your *vehicle*, due to faulty design or workmanship.

However we will cover loss or *damage* to your *vehicle*, if an *accident* occurs resulting from a failure under 4.5.1 or 4.5.2.

In addition to these Exclusions, please refer to the Exclusions of Covers – Section 1 and 2, which are applicable to this policy.

5. **Extensions of Cover – Section 1**

When Extension of Cover 5.13 'New vehicle replacement' and Extension of Cover 5.18 'Total loss of encumbered vehicles' both become operative in a claim, the maximum amount we will pay will be the greater benefit of either Extension of Cover, and shall not be deemed cumulative.

5.1 **Driver’s personal property**

If your *vehicle* suffers loss or *damage*, we will pay for any uninsured wearing apparel and your *driver’s personal property* as a result of loss or *damage* to that property:

5.1.1 *damaged* in an *accident* involving your *vehicle*;

5.1.2 if stolen from your *vehicle* if locked;

5.1.3 if stolen at the same time as your *vehicle*,

up to the maximum amount of $2,000 in total during any *period of insurance*.

5.2 **Emergency mitigation costs**

In the case of an emergency, we give you the authority to arrange, on our behalf and at a reasonable cost, the following:

5.2.1 repair or replacement of your *vehicle’s* windscreen and/or windows; or

5.2.2 the towing of or removing your *vehicle* to the nearest repairer or place of safety, or to any other place already approved by us.

5.3 **Employees’ vehicles**

Your policy extends to cover *damage* to vehicles belonging to your *employee*, whilst such vehicles are being used in connection with your *business*.

However:

5.3.1 the maximum we will pay under Section 1 for your *employee’s vehicle*, is the *market value* of the vehicle or up to a maximum value of $75,000 for any one loss, any one event; and

5.3.2 as far as allowed by law, this cover will only be in excess of any amount for which your *employee* is otherwise insured.

5.4 **Expediting expenses**

If loss or *damage* to your *vehicle* occurs, we will pay you for the reasonable additional costs necessary to effect immediate temporary repairs, or to expedite permanent repairs of the *damaged vehicle*.

However, such cost per event does not exceed 50% of the normal repair costs or $10,000, whichever is the lesser.
5.5 **Family expenses when your driver is hospitalised**

Should your driver sustain personal injury requiring hospitalisation as a result of an *accident* involving your *vehicle*, we will pay you the reasonable costs for transport, accommodation, meals and related expenses (within *Australia* only):

5.5.1 incurred by you; or

5.5.2 your injured driver's immediate family,

to attend the hospital, up to a maximum amount of $5,000 per event, and $15,000 *any period of insurance*, provided that:

(i) the loss or *damage* was covered under this policy;

(ii) the *vehicle* was being used in connection with your *business*; and

(iii) your driver is hospitalised more than 100 km from his or her primary place of residence.

5.6 **First aid**

If your *vehicle* suffers loss or *damage*, we will pay up to a maximum of $2,500 per event to replace or restock any first aid kits or equipment in your *vehicle damaged* or used as a result of that *accident*.

5.7 **Funeral expenses**

Should your driver suffer a fatal injury as a result of an *accident* involving your *vehicle* (irrespective of whether or not death occurs at the time of the *accident*), the policy extends to pay to the deceased driver's next of kin up to a maximum amount of $10,000 per event for expenses associated with the funeral, for transportation of the body of the deceased person and for travel by any member of the deceased person's immediate family for the purpose of attending the funeral.

5.8 **Gates, chains and tarpaulins**

When gates, chains, cables, tarpaulins, curtains, chain dogs, straps, ropes, pogo sticks, ramps, binders or fences are attached to your *vehicle* we will pay for *damage* to those items as follows:

5.8.1 if Gates, Chains and Tarpaulins (including cables, chain dogs, curtains, straps, ropes, pogo sticks, ramps, binders or fences) are shown in the *schedule* as Vehicle Accessories then the maximum amount we will pay for *damage* to those items is the amount shown in the *schedule*.

   Any amount payable under this sub-clause is in addition to any amount we pay to you in respect of *damage* to your *vehicle*.

5.8.2 if Gates, Chains and Tarpaulins (including cables, chain dogs, curtains, straps, ropes, pogo sticks, ramps, binders or fences) are not shown in the *schedule* as Vehicle Accessories then the maximum amount we will pay for *damage* to those items, per event, is:

   (a) $5,000; or

   (b) the maximum amount we have agreed to pay you for *damage* to your *vehicle* in accordance with the Basis of Settlement,

   whichever is the lesser.

   However, this is on the basis that any amount payable under this sub-clause will be included in calculating the maximum amount we will pay you for *damage* to your *vehicle* in accordance with the Basis of Settlement.
5.9 **Hire vehicle following theft or fire**

In the event of your *vehicle* being stolen or suffered *damage* by fire, we will, at our option, arrange hire of, pay the cost of, or reimburse you the reasonable cost of the hire of a vehicle, to a maximum amount of $5,000 per vehicle.

However, this is on the basis that:

5.9.1 the payment / reimbursement is limited to costs incurred by you after you have notified us of the loss;

5.9.2 the substitute vehicle is of a similar like and kind to that stolen or *damaged* by fire; and

5.9.3 the payment / reimbursement will cease on the day the *vehicle* is stolen, is recovered, or is found but is not driveable, or on the day we offer settlement to you for your *vehicle*, whichever occurs first.

5.10 **Journey disruption**

Following loss or *damage* to your *vehicle*, we will pay you the reasonable costs of:

5.10.1 returning your driver and their non-paying passengers to the point of departure or, at your option, to the driver's destination;

5.10.2 obtaining overnight accommodation if the journey cannot be completed in the same day as the loss or *damage* occurs; or

5.10.3 hiring another vehicle of similar make and model to complete the journey or to return your driver to where the journey first commenced,

up to a maximum amount of $5,000 per event, provided that:

(i) the loss or *damage* was covered under this policy;

(ii) the *vehicle* was being used in connection with your *business*; and

(iii) your *vehicle* was more than 100km from its usual place of garaging.

5.11 **Locks / keys**

If after *damage* to your *vehicle*, the keys are lost, stolen, destroyed or *damaged*, or if there are reasonable grounds to believe that the keys may have been duplicated, we will reimburse the costs of replacing the key ignition barrel, all locks and keys if required, up to a maximum amount of $10,000 per event.

Nil excess will apply if no other loss or *damage* has occurred to your *vehicle*.

5.12 **Maritime contribution**

We will pay amounts for which you are held legally responsible to contribute in respect of your *vehicle*, for expenses and salvage costs incurred by a shipowner, where necessary for the safety of cargo and ship, provided:

5.12.1 such conditions under maritime law apply; and

5.12.2 the ship is sailing between places within Australia and/or New Zealand.

5.13 **New vehicle replacement**

5.13.1 **Sedans, station wagons, 4WDs, utilities or Other Goods Carrying Vehicles**

(a) **Vehicles less than two years old**

In the event that your *vehicle* is stolen and not recovered, lost and not recovered or *damaged* and we do not consider it economical to repair your *vehicle*, if your *vehicle* is a sedan, station wagon, 4WD, utility or Other Goods Carrying Vehicle less than two years old from the date of its first registration, at the time it first suffers loss or *damage*, we will replace it with a new *vehicle* of the same make, model and series (or if unavailable a *vehicle* of similar make and model) and shall include registration fees, delivery charges and stamp duty, subject to 5.13.1(c) below.
(b) Vehicles from two to less than four years old

In the event that your vehicle is stolen and not recovered, lost and not recovered or damaged and we do not consider it economical to repair your vehicle, if your vehicle is a sedan, station wagon, 4WD, utility or Other Goods Carrying Vehicle:

(a) two or more years old and less than four years old, from the date of its first registration and has travelled no more than 100,000 kilometres, at the time it first suffers loss or damage; and
(b) with a payload carrying capacity no greater than 2 tonnes,

we will replace it with a new vehicle of the same make, model and series (or if unavailable a vehicle of similar make and model) and shall include registration fees, delivery charges and stamp duty, subject to 5.13.1(c) below.

To qualify for this Extension of Cover 5.13.1(b) you must have insured your vehicle with us within two years of the date of its first registration and you must have maintained that insurance with us continuously from that time until the time of the loss or damage.

(c) Deleted/superseded/run-out/demonstration models

In the event that:

(i) your vehicle’s model has been deleted from a manufacturer’s range;
(ii) your vehicle’s model is superseded by a vehicle that is in our opinion significantly different to your vehicle; or
(iii) your vehicle was bought as an end of series, run-out or demonstration model,

then under (a) or (b) above we may at our option pay only the amount of the actual purchase price that you paid for your vehicle including any registration fees, delivery charges and stamp duty if these items were included in the purchase price.

5.13.2 Other Vehicles

If your vehicle is:

(a) a vehicle not referred to in 5.13.1 (a) or (b) above, including but not limited to a tanker, refrigerated tanker, vacuum or sweeping application vehicle, garbage compactor, concrete agitator, concrete pumping truck or trailer, plant and equipment or any other specialised rigid body type vehicle, that, at the time it first suffers loss or damage, is less than one year old from the date of first registration or, if not registerable or unregistered, within one year of the date of first purchase after new manufacture; and
(b) it is stolen and not recovered, lost and not recovered, or damaged and we do not consider it economical to repair your vehicle,

we will assist you in replacing it with a new vehicle of the same make, model and series (or if unavailable, a vehicle of similar make and model) by paying you:

(c) the replacement cost including any registration fees, delivery charges and stamp duty;
(d) the amount you have specified as the sum insured value plus 20%; or
(e) the current market value plus 20%, where you have not specified a sum insured value, whichever is the least.

However, the maximum amount we will pay under this Extension of Cover 5.13 ‘New vehicle replacement’ will not exceed $1,000,000 for any one vehicle.

5.14 Removal and delivery expenses

If your vehicle suffers loss or damage covered by this section, we will pay for reasonable costs necessarily incurred by you in removing your vehicle (excluding any debris or load) and, where applicable, relocating your vehicle to the nearest repairer which we have approved and/or delivering your vehicle to you at your usual place of garaging after its repair or recovery, up to a maximum amount of $50,000 per event.
5.15 Removal of debris / load
We will pay you for reasonable costs necessarily incurred for the clean-up and removal of your vehicle's debris and your vehicle's load arising from an accident or resulting from goods falling or leaking from your vehicle, but only to a maximum amount of $50,000 per event.

However, this Extension of Cover will only provide cover for any amount in excess of which your vehicle’s load is otherwise insured.

5.16 Retrieval costs
In the event of your vehicle becoming unintentionally immobilised in any situation, other than as a result of mechanical, electrical, electronic failure, impact or accident related damage, we will pay you for the necessarily incurred costs of recovery and/or retrieval of your vehicle.

However:

5.16.1 our liability in respect of such cost will not exceed $50,000 during the period of insurance; or
5.16.2 where you provide your own equipment, for the purpose of recovery, settlement shall be at cost, without allowance for profit.

Nil excess will apply if no other loss or damage has occurred to your vehicle.

5.17 Signwriting
If your vehicle is damaged, we will pay the reasonable cost of repairing or replacing any signwriting or artwork on or affixed to your vehicle that is damaged.

Any amount payable will be included in calculating the maximum amount we will pay you for damage to your vehicle in accordance with the Basis of Settlement.

5.18 Total loss of encumbered vehicles
If:

5.18.1 your vehicle is stolen and not recovered, lost and not recovered or damaged and we do not consider it economical to repair your vehicle;
5.18.2 your vehicle is the subject of a lease agreement or other similar agreement;
5.18.3 the terms of the lease agreement or other similar agreement require you to make a payment the ‘termination payment’ to the other party to the lease agreement, or other similar agreement, in order to terminate that agreement; and
5.18.4 the amount of the ‘termination payment’ is greater than the amount we will pay you in respect of your vehicle calculated in accordance with the Basis of Settlement,

then we will pay you or any other party whom you direct us to pay the difference between the amount of the ‘termination payment’ and the amount we will pay to you in respect of your vehicle, calculated in accordance with the Basis of Settlement.

The maximum amount we will pay under this Extension of Cover is:

(i) 25% of market value; or
(ii) 25% of sum insured value / agreed value (as applicable), whichever is the lesser.

This amount is in addition to any amount we pay for damage to your vehicle.
5.19 Two wheel trailers or Box trailers
We will pay you for loss or damage to any two wheeled or box trailer which is owned by you and which is not listed in schedule while it is:

5.19.1 attached to your vehicle; or
5.19.2 detached from your vehicle but within your business premises or the domestic land boundaries of your usual home, as long as it was not in a common area of home units, flats and the like.

We do not pay for loss of or damage to any property in or on the trailer. The maximum amount we will pay is the market value of the trailer, limited to $2,000 maximum value.

5.20 Tyre replacement
We will pay the reasonable cost of replacing a tyre with a new tyre of similar make and specifications to the tyre that is damaged, when a tyre is damaged and unable to be used again as the direct result of an accident or a malicious act involving your vehicle which is covered under this policy.

However this Extension of Cover only applies when:

5.20.1 the condition of the damaged tyre's tread conforms with legal requirements at the time of damage; and
5.20.2 in the case of a tyre, it was not a recapped or retread tyre.

5.21 Unspecified accessories
We will pay for damage to non-standard accessories attached to or installed in your vehicle (excluding mobile phones except for those components that are fixed to the vehicle) that are not specified as Vehicle Accessories in the schedule.

The maximum amount we will pay for damage to those unspecified items, per event, is:

5.21.1 $5,000; or
5.21.2 the maximum amount we have agreed to pay you for damage to your vehicle in accordance with the Basis of Settlement,

whichever is the lesser.

However, this is on the basis that any amount payable under this Extension of Cover will be:

(i) included in calculating the maximum amount we will pay you for damage to your vehicle in accordance with the Basis of Settlement; and
(ii) subject to evidence of the attached or installed item and its value and due allowance for depreciation, age and wear and tear.

This Extension of Cover does not apply to items described in ‘Extension of Cover 5.8 ‘Gates, chains and tarpaulins’.

5.22 Windscreen or Glass damage
We will pay you for loss or damage to the windscreen or windows of your vehicle (including incidental scratching to bodywork).

Nil excess will apply if no other loss or damage has occurred and only if your vehicle is a sedan, station wagon, 4WD, utility or Other Goods Carrying Vehicle no greater than 5 tonnes payload carrying capacity. Following the first broken windscreen or window only claim, in anyone period of insurance, we will not reduce your NCB.

5.23 Young drivers
The cover provided by Section 1 will also apply to damage to your vehicle which occurs while your vehicle is being driven by a person aged 12 years or over on rural land owned or occupied by you.

6. Optional Limitation of Cover – Section 1

6.1 Fire and theft
When ‘Fire and Theft’ is shown in the schedule, your vehicle is only covered for damage during the period of insurance caused directly by fire or theft.
7. Optional Extensions of Cover – Section 1

7.1 Contents of caravan / trailer

If ‘Contents of Caravan / Trailer Sum Insured’ is shown in the schedule, we will pay for:

7.1.1 damage to any property owned by you whilst contained in your caravan / trailer as a result of:
   (a) malicious damage;
   (b) fire;
   (c) wind, storm, lightning or thunderbolt;
   (d) earthquake;
   (e) theft following visible, violent and forcible entry into the locked caravan / trailer; or
   (f) overturning, accidental collision or impact of your caravan / trailer or your vehicle.

7.1.2 damage to your annexe while erected, as a result of:
   (a) malicious damage;
   (b) fire;
   (c) lightning or thunderbolt (but not wind or storm);
   (d) earthquake; or
   (e) accidental collision or impact by a vehicle.

7.1.3 damage to any property owned by you whilst contained in your annexe while erected, as a result of:
   (a) fire; or
   (b) earthquake.

However, we will not pay for:
(i) damage caused by any person who lives in the caravan / trailer;
(ii) damage caused by any person invited into the caravan / trailer by you or by any person who lives in the caravan / trailer; or
(iii) damage caused by any person who acts with your consent or the consent of a person who lives in the caravan / trailer.

The maximum amount we will pay under this Optional Extension of Cover is the amount specified in the schedule for Contents of Caravan / Trailer Sum Insured.

7.2 Driver accident benefit

If ‘Driver Accident Benefit’ is shown in the schedule, we will pay you or your authorised driver for injury suffered within six months of an accident which was caused solely and directly by you or your authorised driver, in accordance with the following table:

<table>
<thead>
<tr>
<th>Injury</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quadriplegia</td>
<td>$100,000</td>
</tr>
<tr>
<td>Paraplegia</td>
<td>$100,000</td>
</tr>
<tr>
<td>Loss of sight in both eyes</td>
<td>$50,000</td>
</tr>
<tr>
<td>Loss of sight in one eye</td>
<td>$25,000</td>
</tr>
<tr>
<td>Loss of sight in one eye, the other eye being blind or absent</td>
<td>$50,000</td>
</tr>
<tr>
<td>Loss of one hand or foot</td>
<td>$50,000</td>
</tr>
<tr>
<td>Death</td>
<td>$20,000</td>
</tr>
</tbody>
</table>

The above benefits are inclusive of legal costs.
In the event that you or your authorised driver suffers more than one injury we will pay you or your authorised driver the highest single benefit value. Should death directly or indirectly result within six months of an accident, we will only pay the ‘Death’ benefit to your or your authorised driver’s estate notwithstanding any other injuries suffered.

However, we will not pay:

(i) unless you or your authorised driver’s claim has been accepted under this policy;
(ii) in the event that injury or death was intentionally caused or resulted from an accident that was intentionally caused;
(iii) if you or your authorised driver receive or have received damages or compensation under a statutory compensation scheme as a result of injuries in the same accident;
(iv) if your vehicle is a sedan, station wagon, 4WD, utility or Other Goods Carrying Vehicle with a payload carrying capacity greater than 5 tonnes; or
(v) if your vehicle is registered in the Northern Territory.

For the purposes of this Extension of Cover, loss means complete and permanent loss of the effective use of a part of the body or faculty referred to in the Table of Benefits.

Further and as a condition of this Extension of Cover only, you must provide us with documentation from a qualified medical practitioner verifying that the injuries were a direct result of the accident (and if required, attend a medical examination with a qualified medical practitioner of our choice and at our expense).

7.3 Hire vehicle following an accident

If ‘Hire Vehicle following an Accident’ is shown in the schedule, we will at our option, either arrange for the hire of a substitute vehicle, or we will reimburse you up to $150 per day, to a maximum of 30 days per event for costs incurred in hiring a substitute vehicle, of similar and like kind to that damaged. Provided that:

7.3.1 reimbursement is limited to costs incurred after you have notified us of the accident; and

7.3.2 reimbursement will terminate upon:
   (i) lapsing or other termination of the policy;
   (ii) the day the repairs are completed and you are notified to collect the vehicle, or a replacement vehicle is offered by us; or
   (iii) the day we offer settlement of the loss or damage,
   whichever occurs first.

7.4 No claim bonus (NCB) protection

If ‘NCB Protection’ is shown in the schedule, on the first occasion that your vehicle suffers damage, which is covered by this policy, we will not amend, adjust or vary the NCB applicable to your vehicle.

However, the protection provided under this Optional Extension of Cover is limited to one incident of damage to your vehicle in each period of insurance.
Section 2 – Liability

This section only forms part of your policy when ‘Motor Vehicle Section 2 – Liability’ is shown in the schedule and is limited to the period of insurance indicated.

1. **Cover**
   If your vehicle is registered and/or licensed as required by laws relating to the use of motor vehicles on public roads (or if your vehicle is a towed vehicle for which registration or licensing is not required by any such laws) we will pay the amount which:

1.1 you;

1.2 any person legally licensed to drive or be in charge of your vehicle with your permission provided that person has not been refused motor insurance and is not entitled to cover under any other policy;

1.3 any person in or on, or getting in or on, or getting out of, or off your vehicle with your permission; or

1.4 the legal representatives of any deceased person to whom cover is provided in 1.1 to 1.3 above, may be held legally liable to pay as compensation resulting from an accident occurring during the period of insurance and caused by or arising out of the use of your vehicle for:

   (a) damage to property;

   (b) the costs incurred as a result of fire, explosion, falling, leakage or spillage of transported goods, in or on, or from your vehicle; and

   (c) death or bodily injury, but we will not pay:

      (i) if you or any other person entitled to cover under this Section 2 – Liability has been, or is entitled to be, partially or wholly indemnified by any statutory compulsory insurance or accident compensation scheme, including any compulsory motor vehicle scheme; or

      (ii) for any claim for which you or any other person entitled to cover under this Section 2 – Liability would have been partially or wholly indemnified, but for your failure to insure or register your vehicle in accordance with a requirement of any statutory compulsory insurance or accident compensation scheme, including any compulsory motor vehicle scheme.

The persons to whom cover is provided under clauses 1.2 to 1.4 above are referred to in this policy as ‘other covered persons’.

2. **Limitations of Cover – Section 2**
   Our total liability under this Section is $35,000,000 unless shown otherwise in the schedule, for all claims arising from the one accident or series of accidents resulting from the one original cause, unless your vehicle is being used for transportation of dangerous goods, and complies with the Australian Code for the Transport of Dangerous Goods by Road and Rail, in which case our total liability under this Section is limited to $1,000,000.

   The limits of liability include all costs and expenses for all claims arising from the one accident, or series of accidents resulting from the one original cause.

3. **Exclusions of Cover – Section 2**
   We will not pay for:

   3.1 **Airside activities**
      any liability of whatsoever nature in connection with, directly or indirectly caused by, or contributed to, by or arising from loss or damage from airside activities.

   3.2 **Asbestos**
      any liability of whatsoever nature in connection with, directly or indirectly caused by, or contributed to by, or arising from asbestos or asbestos products or asbestos contained in any products.
3.3 Death / bodily injury
death or bodily injury:

3.3.1 if you or any other person entitled to cover under this section, has been, or is entitled to be, partially or wholly indemnified by any statutory compulsory insurance or accident compensation scheme, including any compulsory motor vehicle scheme;

3.3.2 for any claim for which you or any other person entitled to cover under this section, would have been partially or wholly indemnified, but for your failure to insure or register your vehicle in accordance with a requirement of any statutory compulsory insurance or accident compensation scheme, including any compulsory motor vehicle scheme;

3.3.3 to you or any person in charge of your vehicle;

3.3.4 (a) to any person related to you; or
         (b) any person related to the person in charge of your vehicle, by way of birth, marriage or de facto relationship;

3.3.5 to any person with whom you ordinarily reside or who ordinarily resides with you;

3.3.6 to any employee, agent, contractor, or sub-contractor employed or engaged by any person entitled to indemnity under this policy;

3.3.7 to any person in or on, getting in or on, or getting out of, or off any bus, coach or caravan, whether registered or deemed to be registered;

3.3.8 arising out of, or in any way connected with a defect in your vehicle, or in a motor vehicle causing loss of control of the vehicle whilst it is being driven;

3.3.9 to any person injured by a Queensland or New South Wales registered trailer only, either whilst in tow and/or unattached;

3.3.10 to any person injured by a Northern Territory registered vehicle; or

3.3.11 where at the time of the accident, you did not have in force a current general liability or public liability policy pertaining to your business operations.

3.4 Employer’s liability
dead or bodily injury to any person:

3.4.1 caused by or arising out of the employment of the person by you; or

3.4.2 in your service that arises from any liability imposed by:
         (a) any workers’ compensation legislation; or
         (b) any industrial award, agreement or determination.

3.5 Fines / penalties
any fines, penalties, or aggravated exemplary, punitive damages or liquidated damages.

3.6 Pollution
dead or bodily injury or property damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of pollutants or contaminated substances into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water);

3.6.2 dead or bodily injury or property damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of pollutants or contaminated substances caused by any product that has been discarded, dumped, abandoned or thrown away by others;

3.6.3 the cost of removing, nullifying or cleaning up pollutants or contaminated substances; or

3.6.4 the cost of preventing the escape of pollutants or contaminated substances.

This Exclusion shall not apply where the claim arises from a sudden identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place during the period of insurance.
3.7 **Property in custody or control**

*damage* to property that is owned by you or any other covered persons, or leased or rented to you or any other covered persons or property in the physical or legal control of the driver of your *vehicle*.

For the purpose of this Exclusion only:

3.7.1 employees’ or visitors’ vehicles, whilst contained within your car park or premises; and

3.7.2 premises leased or rented to you,

are not deemed to be in your custody or control.

3.8 **Statutory liability**

any liability you or other covered persons incur to pay *compensation* which is the subject of any compulsory motor vehicle insurance law.

3.9 **Tool of trade**

any liability of whatsoever nature whilst being used as a *tool of trade*.

This Exclusion will not apply whilst your *vehicle* is in transit or whilst being used for transport or haulage.

3.10 **Unregistered vehicles**

any liability arising out of the use of any unregistered *vehicle*.

However, we will cover your liability in respect of the unregistered *vehicle* in a place that requires registration, provided you have complied with the appropriate statutory requirements and obtained necessary permits to move the unregistered *vehicle*.

3.11 **Vibration / vehicle weight**

*damage* to property that is caused by:

3.11.1 vibration; or

3.11.2 the weight of your *vehicle* exceeding any lawful requirements or advisory signs.

In addition to these Exclusions, please refer to the Exclusions of Covers – Sections 1 and 2, which are applicable to this policy.

4. **Extensions of Cover – Section 2**

4.1 **Employer or principal**

We will pay the amount which:

4.1.1 your employer, principal or partner; or

4.1.2 the Commonwealth, State or Local Government,

becomes legally liable to pay as *compensation* caused by, or arising out of the temporary use of, your *vehicle*.

4.2 **First aid costs**

In addition to the Liability Limit, we will pay for expenses incurred by you or any other covered persons for first aid to others who suffered bodily injury as a result of an *accident* involving your *vehicle*.

4.3 **Legal costs and authorised expenses**

When an *accident* is covered by this section we will pay, in addition to the Liability Limit, all legal costs and expenses incurred by you or any other covered persons, with our written consent, in settlement or defence of claims for *compensation* arising out of that *accident*. Furthermore, we will pay reasonable legal expenses incurred with our written consent for representation at any formal legal enquiry or at any Coroner’s Inquest.

However, if the Liability Limit shown in the *schedule* is less than the total amount paid or payable to settle or dispose of all claims that arise out of the one *accident*, then we will only pay a proportion of the legal costs and expenses. Our proportion will be that proportion that the Liability Limit represents to the total amount paid or payable to settle or dispose of all claims that arise out of the one *accident*. 


4.4 Movement of other vehicles
We will provide cover under this section for loss or damage to property resulting from you moving any vehicle parked in a position which prevents or impedes the loading, unloading or legitimate passage of your vehicle.

4.5 Non-owned or supplied vehicles
We will pay the amount which you may be held legally liable to pay as compensation, resulting from an accident occurring during the period of insurance, caused by, or arising out of the use of a vehicle not owned by you, and being used by you, or one of your employees, or some other person with your consent, in connection with your business.

However, as far as is allowed by law, this Extension of Cover will only provide cover for any amount in excess of the liability for which you are entitled to indemnity under any other insurance policy.

4.6 Non-owned trailer liability
We will pay the amount which you or any other person entitled to cover under Section 2 – Liability, may be held legally liable to pay for actual physical damage to any trailer being towed by your vehicle, caused by, or arising out of, the use of your vehicle.

However:
4.6.1 this Extension of Cover only applies if the trailer is not owned, rented, hired or leased by you, and at the time of the accident, the trailer is being towed in the course of your business; and
4.6.2 the cover provided by this Extension of Cover does not extend to the contents of any non-owned trailer nor clean-up costs associated with the contents of any non-owned trailer.

When cover is provided by this Extension of Cover, Exclusion 3.7 ‘Property in custody or control’ does not apply.

The maximum amount we will pay under this Extension of Cover is:
(a) the market value of the trailer just before the accident, based on the age and condition at that time; or
(b) $75,000,
whichever is the lesser.

Any cover provided by this Extension of Cover is subject to an additional excess of $2,500 per non-owned trailer.

4.7 Uninsured motorist
If your vehicle is only insured for Section 2 – Liability cover, we will pay up to $10,000 per accident, less any applicable excess for damage to your vehicle caused in a collision with an uninsured vehicle, if:
4.7.1 we agree the other driver was completely at fault in the accident; and
4.7.2 you can provide us with the name and address of the other driver.

A vehicle is uninsured if neither the driver nor the owner of that vehicle had an insurance policy that would cover them for legal liability to pay compensation for property damage.

4.8 Vehicles under tow
We will provide cover under this section, for loss or damage caused whilst your vehicle is towing any disabled vehicle, provided the disabled vehicle is not being towed for reward or financial gain.

5. Optional Extension of Cover – Section 2

5.1 Increased non-owned trailer liability
If ‘Increased Non-owned Trailer Liability Sum Insured’ is shown in the schedule, then the total for all payments provided under Extensions of Cover 4.6 ‘Non-owned trailer liability’ is increased to the limit shown in the schedule.